AMENDMENT OF SOLICITATE	ON/MODIFICATI	ON OF CONTRACT	1. Contract ID Code Firm-Fixed-Price		Page 1 Of 9		
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req		5. Project No. (	If applicable)		
93	2002OCT16	SEE SCHEDULE					
6. Issued By	Code W56HZV	7. Administered By (If other	than Item 6)	I	Code S2305A		
TACOM		DCMA DETROIT					
SFAE-GCS-W-BCTP		U.S. ARMY TANK & AUT	OMOTIVE COMM	AND			
VIVIAN L. NORDAUNE (586)753-2068 WARREN, MICHIGAN 48397-5000		(TACOM) ATTN: DCMAE-GJD					
HTTP://CONTRACTING.TACOM.ARMY.MIL		WARREN, MI 48397-5000					
EMAIL: NORDAUNV@TACOM.ARMY.MIL		SCD A	PAS NONE	ADP P	<b>Γ</b> SC1012		
8. Name And Address Of Contractor (No., Stre	et, City, County, State and	<u> </u>		nt Of Solicitation			
` ,	, , ,	•					
GM GDLS DEFENSE GROUP L.L.C.		_	0D D-4-1 (C	T4 11)			
14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315			9B. Dated (See	: item 11)			
		x	10A. Modifica	tion Of Contract/	Order No.		
			DAAE07-00-D-	.M051/0002			
TYPE BUSINESS: Large Business Perfo	rming in U.S.	\	10B. Dated (Se				
Code <sup>1NLE2</sup> Facility Code			2000NOV16	c 1cm 13)			
11. T	HIS ITEM ONLY APPLI	ES TO AMENDMENTS OF SO	DLICITATION	IS			
The above numbered solicitation is amend	ed as set forth in item 14.	The hour and date specified fo	r receipt of Of	fers			
is extended, is not extended.	ed us see for the in recin 1 ii	The nour and date specified to	receipt or or				
Offers must acknowledge receipt of this ame	ndment prior to the hour	and date specified in the solicita	ation or as ame	nded by one of th	e following methods:		
(a) By completing items 8 and 15, and return							
offer submitted; or (c) By separate letter or the ACKNOWLEDGMENT TO BE RECEIVED	0						
SPECIFIED MAY RESULT IN REJECTIO	N OF YOUR OFFER. If	by virtue of this amendment yo	u desire to cha	nge an offer alrea	dy submitted, such		
change may be made by telegram or letter, p opening hour and date specified.	rovided each telegram or	letter makes reference to the so	licitation and t	his amendment, a	nd is received prior to the		
12. Accounting And Appropriation Data (If req	uired)						
SEE SECTION G							
13. THIS	ITEM ONLY APPLIES T	O MODIFICATIONS OF COM	NTRACTS/OR	DERS			
KIND MOD CODE: G	It Modifies The Contra	act/Order No. As Described In	Item 14.				
A. This Change Order is Issued Pursual The Contract/Order No. In Item 104			The Cl	nanges Set Forth	In Item 14 Are Made In		
B. The Above Numbered Contract/Orde		The Administrative Changes (su	ich as changes	in paving office, a	ppropriation data, etc.)		
Set Forth In Item 14, Pursuant To T	he Authority of FAR 43.1	03(b).					
X C. This Supplemental Agreement Is Ent	ered Into Pursuant 10 Au	Mutual Agreemen	t of the Par	ties			
D. Other (Specify type of modification a	nd authority)						
E. IMPORTANT: Contractor is not,	X is required to sign	this document and return		copies to the Issui	ng Office.		
14. Description Of Amendment/Modification (C	Organized by UCF section	headings, including solicitation	/contract subje	ect matter where i	feasible.)		
SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and condit	ions of the document refe	renced in item 9A or 10A, as he	retofore chang	ed, remains unch	anged and in full force		
and effect.  15A. Name And Title Of Signer (Type or print)		16A Name And Title (	Of Contracting	Officer (Type or	nrint)		
22.2. Tume and The Or Signer (Type of print)	16A. Name And Title Of Contracting Officer (Type or print) VIVIAN L. NORDAUNE						
15D Control to all Office	150 D. (. 8)	NORDAUNV@TACOM.ARM		753-2068	100 D-4- 6" 1		
15B. Contractor/Offeror	15C. Date Signed	16B. United States Of	America		16C. Date Signed		
	_	Ву	/SIGNED/		2002OCT16		
(Signature of person authorized to sign)		(Signature of	f Contracting (	Officer)			

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Stryker Armored Vehicle Program

- 1. This Modification 93 to Delivery Order 0002 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
- 2. Conditional Acceptance. The purpose of this modification is to establish the parameters for the conditional acceptance of four (4) Fire Support Vehicles (FSVs). The Contractor Serial Numbers will be established at the time of conditional acceptance.
- 3. Baseline Configuration. The baseline configuration, for the vehicles manufactured in the Anniston, Alabama facility, is the contractor's General Assembly FSV Part Number 12479556 and Engineering Release Record (ERR) Number GDV0616, dated 24 September 2002, with the exceptions of the Engineering Change Orders outlined in Attachment C. Attachment C is incorporated into this modification by reference
- 4. Configuration Management. The contract provisions of C.2.8, C.3.5 and, for any unique/new items developed under Delivery Order 0001 applicable to the FSV, C.5.5 are waived for the vehicles covered by this modification. This waiver of the Configuration Management requirements is conditioned on the following:
- a. Software Licenses. The Contractor shall be responsible for acquiring the required production related software licenses for the family of Stryker Armored Vehicles and all ancillary equipment for all vehicles delivered. The term "ancillary support equipment" includes, but is not limited to, training equipment, test equipment, and loader/verifiers and/or security devices, if applicable. Any software changes introduced unilaterally by the contractor shall be compatible with all previously produced vehicle or ancillary support equipment configurations.
- b. CR/ECOs. Changes (Change Requests (CR), Engineering Change Orders (ECO), Waivers and Deviations) to the contractor's baseline configuration referenced in paragraph 3 above may be made by the contractor, provided the changes meet the requirements of the contract, the FSV Performance Specification, and any Interface Control Documents related to Government Furnished Material.
- 1) The contractor shall provide all contractor generated changes (CRs/ECOs) processed since the baseline configuration was established. The changes shall be provided for Government review in accordance with the contract requirements identified in C.2.6 Contractor Integrated Data Service (CIDS) and Integrated Data Environment (IDE). The Government shall be allowed to electronically access the Contractor's Change Management data process. Until an automatic notification process and Government access are automated and functional, the changes shall be provided and reviewed in meeting/conference forum to be agreed to by the parties.
- 2) The Joint Contractor-Government Configuration Management (CM) Board shall meet on a regular basis and the Board shall use the newly agreed to CM process. The parties agree to execute a contract modification to incorporate the new CM process into the contract NLT 15 November 2002. The contractor shall submit a revised CM Plan NLT 30 November 2002.
- 3) Delivery Team Meetings. The previously established joint contractor-Government Delivery Team shall coordinate the resolution of production, performance, and vehicle configuration issues.
- 5. The contract provisions of C.3.10 are waived for the vehicles covered by this modification subject to the following conditions:
- a. The contractor complies with requirements covered by previous modifications to correct and retrofit any cadmium or Hexavalent Chromium coated or treated parts in the vehicles covered by this modification. (Reference contractor waivers W-BCT-0002, W-BCT-0004, W-BCT-0005 R1).
- b. The contractor provides a list of cadmium and hexavalent chromium treated parts specific to each of the vehicles accepted herein. The lists will be included in the contract file and will be used for corrective action tracking until all parts have been cleaned up and retrofitted or identified/supported as parts without any technically acceptable alternatives. In accordance with Contract Data Requirements List (CDRL) Number A044, the contractor shall provide the vehicle specific lists within 30 business days of DD 250 approval
- 6. The contractor has an affirmative obligation to provide notice to the Government of any failures, defects (excluding minor defects) or deficiencies in parts, components or assemblies provisionally released. The contractor shall promptly notify the Government of any failure, defect, or deficiency noted during contractor testing. The contractor assumes total responsibility to timely correct any failures to meet the contract requirements. For vehicles accepted but not yet shipped, the contractor shall correct the hardware/software by removal of deficient components and reinstallation of approved hardware/software. If the vehicle has been shipped, correction/reinstallation of the hardware/software shall be at Government direction. In the event, the Government elects to make its own correction/installation of any deficiencies after delivery/shipment, it shall be entitled to an equitable adjustment of the contract prices.
- 7. The vehicles will be conditionally accepted pending completion of the First Production Vehicle Inspection (FPVI). For any

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

discrepancy discovered during the completion of the FPVI, the contractor shall perform corrective action and/or retrofit of all FSVs previously accepted. The corrective action and/or retrofit of the vehicles shall be performed at a location specified by the Government, at no additional cost to the Government.

- 8. To inspect the vehicles covered by this modification, the Government will use the conditionally accepted Final Inspection Record (FIR) FSV FIR Revision Draft, dated 25 September 2002.
- 9. Pursuant to the FIRs identified in paragraph 8 above, the subject FSV will be conditionally accepted. These vehicles will be conditionally accepted until all terms of acceptance, including but not limited to those listed in this modification, are fulfilled. This conditional acceptance shall not relieve the Contractor from complying with all requirements of the terms and conditions of the contract.
- a. Hardware/Parts Shortages. The parts and hardware shortages for each vehicle are identified in Attachment A which is a part of the contract file. The contractor shall submit the vehicle specific Attachment A within 2 business days after the DD 250 approval. If a DD 1149 is required, the contractor shall provide the vehicle specific Attachment A within two business days after shipment. The parts and hardware shortages shall be installed on the vehicles, at a location specified by the Government. The installation is subject to Government inspection and acceptance. This condition will be met upon Government verification that the installation has been satisfactorily accomplished. The Attachment A addresses the open issues and the Vehicle Information Data Sheets (formerly Attachment B) addresses the retrofit plan associated with the vehicles referenced in paragraph 2 above.

The contractor shall generate and maintain a vehicle unique retrofit data sheets, formerly Attachment B. The contractor shall provide an automated solution that can function within the IDE. The Contractor's Retrofit Database shall incorporate all the information related to required, known or planned retrofits of the vehicles identifying and tracking the missing parts, corrected parts, software changes, unresolved/open issues pending corrective action identification or any other action that may result in a retrofit. The contractor shall deliver electronically a weekly update to the data base (IAW CDRL TBD). At a minimum, the data base update shall identify each vehicle by serial number, each retrofit applied, retrofits remaining and pending or open issues that may result in retrofit. The Contractor's Retrofit Data Base submission shall be structured to sort by retrofit items/issues as well as by vehicle. No later than 15 October 2002, the Contractor's Retrofit Data Base shall be populated with all of the required information pertaining to all Stryker vehicles previously conditionally accepted.

- b. Contractor Waivers to the Contractor's Baseline Configuration. The Government conditionally accepts vehicles pending resolution/correction of the following Contractor waivers to the vehicles Configuration Baseline and/or Performance Specification requirements identified herein:
- 1) Waiver to Performance Specification Paragraph 3.1.1.10.3.1 entitled "Exterior Lighting". (Reference Contractor Waiver W-BCT-0021).
  - 2) The winch. (Reference Contractor Waiver W-BCT-024)
- c. Execution of the retrofit plan per the steps, procedures and schedule identified in the vehicle unique retrofit data sheets which are incorporated into this modification by reference.
- d. Height Management System (HMS). In the event the HMS does not meet all the requirements of the contract, the contractor shall perform any corrective action and/or retrofit of the HMS, at a location specified by the Government, at no additional cost to the Government.
- e. Armor (14.5mm). In the event the 14.5 Armor does not meet the requirements of the contract, the contractor shall perform any corrective action and/or retrofit of the armor, at a location specified by the Government, at no additional cost to the Government.
- f. Armor Panel Grit Adhesion Issue. Vehicles may be conditionally accepted and shipped prior to the implementation of the corrective action for the Armor panel grit adhesion issue. The armor panel grit issue must be added to Attachment A. The contractor agrees to provide the necessary corrective action and retrofit all vehicles as necessary, at a location specified by the Government, at no additional cost to the Government.
- 10. The parties agree to reduce the unit price of each of the vehicles presented for acceptance by \$187,322 (prior to liquidation of progress payments). The price reduction is made up of two components. The first component is the removal of the Production Verification Test (PVT) cost from the vehicle price at \$28,678 per vehicle. The second component of the price reduction is \$158,644 per vehicle for the removal of the Remote Weapon Station (RWS) since there is no RWS requirement for the FSV. The parties agree to resolve any open Performance Specification issues, revise/clarify the specification, and address open compliance elements under discussion.
- 11. The Government shall withhold a total of \$84,456 per vehicle (after the liquidation of progress payments) for all of the items addressed in Paragraphs 9 and 11 of this modification.

The contractor shall install all armor prior to vehicle shipment. The Government shall withhold \$17,000 per vehicle. The armor withhold will be released by vehicle upon verification by a designated Government official that the contractor has retrofitted fully

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

compliant armor.

- 12. C-130 Ramp Model. The contractor shall run its ramp test model for 12, 13 1/2 and 15 degrees for the FSV and provide the results to the Government not later than 29 December 2002.
- 13. Shipping instructions.
- a. Subsequent to vehicle inspection/acceptance, the vehicles will be shipped in place until the Armor is installed satisfactorily. Under no circumstances are the vehicles to be shipped to Fort Lewis without the Armor properly installed. While the vehicles are shipped in place, the contractor shall be responsible for the cost, the security, and the maintenance of the vehicles. Each vehicle under this modification shall be shipped no later than 22 calendar days following approval of DD 250. The Government will not incur any expense due to the shipment of the vehicles in place.
- b. The W3P retrofitted cable, TRW P/N 881335-3 Revision C, JV P/N 16102675-002 shall be installed on each vehicle under this modification prior to completion of deprocessing.
- c. While the vehicles are shipped in place, the contractor may have access to the vehicles to install some of the hardware/parts shortages addressed in Paragraph 9 above.
- d. Prior to shipment, each vehicle must be 100% inspected to the FIR. Should any portion of the FIR not be completed, Attachment A must be annotated to indicate which parts of the FIR are not completed prior to shipment.
  - e. Shipping Instructions are provided in Section B of this modification.
- 14. As a result of this modification, the total price of Delivery Order 0002 is decreased by \$749,288. Except as specifically stated above, all other terms and conditions of Delivery Order 0002 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 079 \*\*\*

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0400AA	PRODUCTION QUANTITY	3	EA	\$ <u>1,165,775.000</u>	\$3,497,325.00
	NSN: 2320-01-481-8574  NOUN: FIRE SUPPORT VEHICLE  FSCM: 19207  PART NR: 12479556  SECURITY CLASS: Unclassified  CLIN CONTRACT TYPE:  Firm-Fixed-Price  PRON: X10L2B20X1 PRON AMD: 04 ACRN: AC  AMS CD: 311071  Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 DELETED				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS  (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE  (SHIP-TO) WILL BE FURNISHED PRIOR  TO THE SCHEDULED DELIVERY DATE FOR  ITEMS REQUIRED UNDER THIS  REQUISITION.				
	CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0002				
	DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  002 W909532282L011 W81C5M M W4QUAA 1  PROJ CD BRK BLK PT  10H  DEL REL CD QUANTITY DEL DATE  001 3 30-SEP-2002				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS  (W81C5M) PR USA ABERDEEN TEST CTR  BLDG 358 COLLERAN ROAD  ABERDEEN PROV GND MD 21005-5001				
	MARK FOR: MARK FOR: W4QUAA				
	CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0002				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DOC REL CD 002 MILSTRIP W90953-2282-L011  EXCEPTION DATA: Vehicles are to be shipped in accordance with Security Classification Guide. For further quidance contact PM BCT Security Keith Whitten (586) 753-2135  SHIP TO: Transportation Officer Bldg 507 W23AAU Aberdeen Proving Ground, MD 21005-5059  MARK FOR: Aberdeen Test Center Bldg 358 Colleran Road				
	ATTN: Donna McClung, (410) 278-5534/ CELL (410) 320-8815  (End of narrative F001)				
0400AB	PRODUCTION QUANTITY	23	EA	\$ <u>1,381,775.000</u>	\$ 31,780,825.00
	NSN: 2320-01-481-8574				
	FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
	CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0002				
0400AC	PRODUCTION QUANTITY	1	EA	\$_1,194,453.000	\$1,194,453.00
	NSN: 2320-01-481-8574 NOUN: FIRE SUPPORT VEHICLE FSCM: 19207 PART NR: 12479556 SECURITY CLASS: Unclassified PRON: X11GX085X1 PRON AMD: 03 ACRN: AA AMS CD: 311071  Packaging and Marking  Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin  Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W909532282L012 W81C5M M W4QUAA 1 PROJ CD BRK BLK PT IOH DEL REL CD QUANTITY DEL DATE				
	FOB POINT: Origin  SHIP TO: PARCEL POST ADDRESS  (W81C5M) PR USA ABERDEEN TEST CTR BLDG 358 COLLERAN ROAD ABERDEEN PROV GND MD 21005-5001				
	MARK FOR: MARK FOR: W4QUAA				
	CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0002				
	DOC REL CD 002 MILSTRIP W90953-2282-L012  EXCEPTION DATA:  Vehicles are to be shipped in accordance with Security Classification Guide. For further quidance contact PM BCT Security Keith Whitten (586) 753-2135				
	SHIP TO:				

# Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 93

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TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Transportation Officer				-
	Bldg 507				
	W23AAU Aberdeen Proving Ground,				
	MD 21005-5059				
	MARK FOR:				
	Aberdeen Test Center				
	Bldg 358 Colleran Road				
	ATTN: Donna McClung, (410) 278-5534/				
	CELL (410) 320-8815				
	(End of narrative F001)				
		i			

	COMPINITATION	LOHEED	]	Reference No. of D	ocur	nent Being Continued		Page 9 of 9
	CONTINUATION	PIIN	PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 93					
Name	of Offeror or Contracto	or: GM GDLS DI	EFENSE GROUP	L.L.C.				•
SECTION	G - CONTRACT ADMINIS	TRATION DATA						
LINE	PRON/ AMS CD	OBLG		DD TOD AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
1TEM 0400AA	X10L2B20X1 311071	ACRN JOB O AC 2 0L2		PRIOR AMOUNT 4,059,291.00	\$	-561,966.00	\$	3,497,325.00
0400AB	X11GX085X1 311071	AA 2 1GX	·	33,162,600.00	\$	-1,381,775.00	\$	31,780,825.00
0400AC	X11GX085X1 311071	AA 1	т	0.00	\$	1,194,453.00	\$	1,194,453.00
				NET CHANGE	\$	-749,288.00		
SERVICE						ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN AA		CLASSIFICAT 000015R5R07P		2	STATION		AMOUNT
Army Army	AA AC		000015R5R07P 000006D6D15P		-	W56HZV W56HZV	\$	-187,322.00 -561,966.00
						NET CHANG	E \$	-749,288.00

INCREASE/DECREASE

AMOUNT

-749,288.00

CUMULATIVE

<u>OBLIG AMI</u> \$ 690,856,792.28

OBLIG AMT

PRIOR AMOUNT

691,606,080.28

NET CHANGE FOR AWARD: \$

OF AWARD \$